

**CITY OF MIDDLETOWN-
PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
860-638-4895**



CONTRACT DOCUMENTS

BID #2015-020

PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS

**WATER AND SEWER DEPARTMENT
Middletown, Connecticut**

BID OPENING ON: Thursday, July 16, 2015 at 11:00 AM

**DONNA L. IMME
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**BID #2015-020 PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS, WATER AND
SEWER DEPARTMENT**

	Page
Invitation to Bid	3
Information for Bidders	4-9
Bid Attachment:	
Section 78-8(m) Bid Preference for Local Vendors	10-12
Affidavit of Local Vendors	13
Contractor Hazard Communication	14
Contractor Employee and Training Verification Form	15-16
General Specifications	17
Technical Specifications/Requirements List	18-20
Bid Proposal Page	21-26
Non-Collusive Bid Statement	27
Insurance Requirements for Suppliers	28-29
Bid Return Label	30

Hereinafter referred to as the **Contract Documents**

INVITATION TO BID

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, will be received until **Thursday, July 16, 2015 at 11:00 AM** for the following:

BID #2015-020
PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS AS NEEDED
WATER AND SEWER DEPARTMENT

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site: www.MiddletownCT.gov**. All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov.

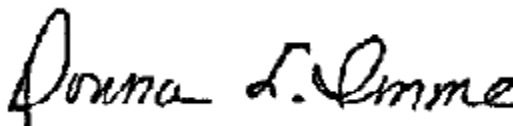
Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms using the bid return label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: 06/09/2015

Middletown, Connecticut



Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Office, at the time and place set forth therein with the award to be made as soon as practicable thereafter.

Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Purchasing Supervisor and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders, their representatives any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give prices both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted in a sealed envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes or modifications to the price sheet may be rejected; any proposal that does not include unit pricing in the unit of measure indicated may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect -

Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in notice of award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8(m), as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award this contract on a **unit price basis to the lowest**

responsible bidder(s) submitting the lowest fixed cost per item to furnish and deliver the listed chemicals complying with the specifications, providing sufficient funds are available to award the contract(s). **The City of Middletown shall reserve the right to award based on whatever is in the best interest of the City.**

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Partial Bids - Bidders are invited to submit a bid on any one or combination of water treatment chemicals. Partial bids will be accepted.

9. Contract Term - The contract term shall commence on or after **August 1, 2015 and terminate July 31, 2017** for a contract term of twenty-four (24) months.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing Water Treatment Chemicals as specified, inclusive of transportation costs necessary to comply with the City's requirements. Unit prices shall be fixed for the duration of this contract.

11. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the

Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Tuesday, July 7, 2015 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

12. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative

effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to execution of the contract document.

14. Time for Performance -

A. Item quantities are based upon anticipated quantities required through July 31, 2015.

B. Items authorized for delivery by the City, by Purchase Order shall be delivered within ten (10) consecutive calendar days of said authorization, with the exception of the **Hydrofluosilic Acid which shall be delivered within five (5) consecutive calendar days.**

C. Failure to meet such required delivery time shall constitute default on delivery and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.

D. All excess expenses charged for alternate procurement of defaulted delivery under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

15. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

16. Delivery and Payment Terms - Water treatment chemicals to be furnished pursuant to this contract shall be delivered, FOB, hereinafter referred to as Free on Board, freight pre-paid, City of Middletown and shall be an inside delivery unless specified otherwise.

Payment discounts for early payment are preferred. Terms are Net 30 days. The bidder shall submit itemized invoices to the Department Director on a monthly basis. The Department Director shall then review and approve the invoice and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

17. Quantities - The quantities specified herein are approximate **only** and are **not guaranteed**. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids.

The City of Middletown shall reserve the right to increase or decrease the actual quantities required or to delete them at the time the contract is awarded or at any time thereafter without prejudice toward the quoted bid price if to do so is in the City's best interest.

18. Excise and Sales Tax - Purchases made

by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

19. Firm Pricing - The City of Middletown requires that all bidders provide firm pricing for all those items they are bidding on for the minimum of twenty-four (24) months in accordance with the contract term specified herein.

20. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

21. Warranty - The successful bidder expressly warrants and guarantees that all items furnished pursuant to this contract are of merchantable quality and are fit for the particular purposes for which the City intends to use the items. The Bidder hereby expressly agrees that the warranties contained in Connecticut General Statutes, Sec. 42a-203 2 through 42a-2-35, inclusive as amended, are applicable.

22. Substitutions - Substitutions of any item specified shall not be acceptable to the City of Middletown without prior written authorization.

23. Extension Option - The City of Middletown reserves the right to renew these contracts for up to one (1) additional year provided that existing contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties.

Authorization to renew the contract shall be subject to the discretion of the Supervisor of Purchases who shall prepare the written amendment to the contract for the signature of the Mayor. No other act shall serve as authorization for renewal.

24. Conditional or Qualified Bids - A conditional or qualified bid will not be accepted.

25. Corrections to Bids - Corrections, erasures, additions and or other modifications to the bid form must be noted and initialed by the bidder.

26. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed, stamped envelope which may be submitted with the bid form or forwarded under separate cover.

27. OSHA Requirements - The selected bidder shall be required to comply with the City of Middletown Department of Health requirements with respect to employee and contractor training, notification and documentation requirements for the handling, packaging and delivery of any chemicals and other hazardous materials to be furnished pursuant to this contract. The requirements of which are incorporated in these specifications by attachment.

28. Material Data Safety Sheets - All bidders submitting a bid shall be required to furnish two (2) copies of the MSDS (Material Data Safety Sheets) with their bid for each of the chemicals they are bidding on.

The bidder shall be required to insert the CAS number (Chemical Abstract Service Number) for each chemical that they are bidding on in the space provided on the proposal pages.

29. Unit of Measure - The bidder shall be required to submit a bid on the unit of measure indicated for each chemical on the bid form. Failure to submit a bid on the unit of measure indicated shall result in the rejection of their bid.

30. Alternate Bids - Alternate bids will not be considered unless specifically called for in the "Invitation to Bid" or on the proposal form. An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the specified bid proposal. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same bid by the same bidder whether on a separate bid form or attached to the initial bid response.

An alternate bid will be accepted for the combined shipments of sodium aluminate and liquid alum **only**. Bidders are invited to submit a bid for sodium aluminate to be delivered in single deliveries and or combined shipments as specified in add alternate bid item #15. Bidders are advised that the award for sodium aluminate shall be made to that bidder submitting the lowest unit cost to deliver the sodium aluminate regardless of method of shipment to be utilized. The City of Middletown shall reserve the right to select that award determination for this item that best serves its interests.

31. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

32. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. §15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties.

33. Americans with Disabilities Act- The

contractor/ service provider, in performing this agreement will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the American with Disabilities Act.

34. Equivalent or Equal Items - Bids for equivalent chemicals produced outside of the United States will be accepted by the City subject to the following criteria **only**:

It is the intent of these specifications to remain nonproprietary, except where specifically called for to have certain specially manufactured items fulfill the unique design and or technical requirements. The naming of a manufacturer, model or country of origin is intended to indicate material sources and design conformance requirements, and not to be construed as limiting competition.

Unless limited by the term "no substitute" or "no equivalent", the use of the name of a manufacturer of any particular make, model, brand, or country of origin in describing an item, does not restrict bidders to that manufacturer, specific article, or country of origin, this means being used simply to indicate the character or quality of the article so described, but the article offered must be of such character and quality and include any applicable options, accessories, etc. that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the City to be so warranted by the bidder. Bids on comparable items must meet or exceed all **AWWA standards and be approved by the National Sanitation Foundation**. The bidder shall clearly state the exact article being offered including any and all applicable options, accessories, etc., and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article they offer is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The City of Middletown shall reserve the right to make the final determination regarding the conformance of any equivalent manufacturer to these specifications and applicable standards. The City further reserves the right to reject any equivalent unit that is determined to be non-conforming, non-equivalent, or does not meet applicable standards as above described.

35. Right of Cancellation: - The City of Middletown shall reserve the right to cancel this request for bid, without penalty at any time prior to the date established for the receipt of bids. If the City exercises his right all bidders shall be notified by written addendum to this contract.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

The bidder agrees to abide by the following ordinances executed by the Common Council of the City of Middletown:

Ordinance amending Section 78-8-M of the City of Middletown Code of Ordinances shall be used in determining the lowest responsible bidder for this contract. For your information, the ordinance reads as follows:

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more

than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such

contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting

agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

I, _____ being duly sworn,
Vendor Name

make affidavit and say that I own and operate

Business Name and Address

which is the bona fide principal place of business for

Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include: (Check the one which applies.)

____ 1. Copy of canceled check for payment of personal property taxes on the business
to be utilized in performance of the Bid.

____ 2. Copy of long term lease of the real estate from which the principal place of
business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____
Vendor Name

owner of _____, signer and sealer
Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public:
My Commission Expires:

CONTRACTOR HAZARD COMMUNICATION

Prior to the commencement of work, the contractor shall provide the City of Middletown with the following:

- a list of the specific chemicals and other hazardous materials (dust, fumes, gases, etc.) that may generated at the specific work site;
- the Material Safety Data Sheet (MSDS) that accompany the specified chemicals;
- the control measures to be implemented to ensure proper safety.

Contractors and sub contractors must not bring any substances which may be considered hazardous without prior consent of the City of Middletown. Contractors and subcontractors will not use or dispose of in any manner substances which may be considered hazardous within the facility without prior written consent of the City. The City will consider the following factors in the determination to allow the use of any hazardous substance by contractors and subcontractors:

- relative hazards of its use;
- availability of substitutes;
- disposal of substances; and
- the potential for employee exposure.

Any equipment used by the contractor and subcontractor in areas where flammable materials are stored or processed must be explosion proof. Questions concerning chemicals or equipment that may be hazardous should be addressed to the department head or designee. **The contractor shall be responsible for ensuring the compliance of all subcontractors with the above requirements.**

The City of Middletown will provide the contractors and contractor personnel with appropriate information and training. Information and training will include the following:

- potential chemical and physical hazards for the area in the contract operations are being conducted;
- location and availability of Material Safety Data Sheets;
- detection of the presence of hazardous materials;
- facility precautions and safety procedures;
- emergency information concerning location of emergency/first aid equipment;
- hazardous chemical labeling system.

Contractor personnel must sign the accompanying statement that verifies that they have received and understand the information presented.

**CITY OF MIDDLETOWN
CONTRACTOR EMPLOYEE INFORMATION AND
TRAINING VERIFICATION FORM
(PLEASE INCLUDE SIGNED FORM IN BID PACKET)**

Part 1

This is to verify that I have provided training information to employees and all subcontractor's employees as required by OSHA's Hazard Communication Standard. Training has included:

1. Information about the physical and health hazards of chemicals in the designated work area.
2. The location and availability of the Material Safety Data Sheets for hazardous chemicals in the designated work area.
3. Detection of the presence of hazardous materials in the designated work area.
4. Precautions and safety procedures which must be followed in the designated work area.
5. Emergency procedures in the event of accident exposures to hazardous materials, including emergency phone numbers and the location of safety requirement.
6. Hazardous chemical labeling systems in use in the designated work area.
7. The appropriate locations and directions to where employee may eat, drink, smoke, and use sanitary facilities.

Part 2

The following substances in the bid proposal pages are the complete list of hazardous substances, as approved by the City, which may be brought onto the facility to complete the work contracted. I understand that:

1. My company and subcontractors will not bring onto this facility any other substances considered hazardous without the prior consent of the City.
2. The following substances and disposal methods have been approved by the City.
3. My company or subcontractors may not dispose of by sewer, by garbage dumpster, by burning, or any other disposal method in the designated work area, any other substances which may be considered hazardous.

4. I have been given the locations in which contract operations will take place to my employees and subcontractors and that they understand how to evacuate safely from these areas in the event of any emergency.
5. Company employees and subcontractor's employees have been given an opportunity to ask questions about the Hazard Communication Standard and to have those questions answered.

I have read and understood the above statements and my company will comply fully.

Contractor Business Name: _____

Contractor Representative: _____
Printed Name and Title

Signature: _____

Date: _____

BID #2015-020
PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS
WATER AND SEWER DEPARTMENT
CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown will accept bids from interested suppliers to furnish and deliver various water treatment chemicals as required by the Water and Sewer Department to include:

1. Chlorine Gas - 150 lb. cyl.
2. Chlorine Gas - 1 ton cyl.
3. Copper Sulfate
- 4-6. Hydroflurosilic Acid – Bulk Shipments / 55 Gal Drums
7. Sodium Hexametaphosphate - 50 LB Bags
8. Caustic Soda 50.0%
9. Sodium Metabisulfite
- 10-11. Aluminum Chemical Specialists ACS 900S- Bulk and Tote
12. Norit America Hydro-Darco B Powdered Activated Carbon
- No substitutes
- 13-14. Sodium Hypochlorite solution 12.5 % and 15%
15. Poly Aluminum Chloride
- 16-17. Calcium Hypochlorite – Granular and Tablet
18. Polydyne Cationic Polymer - Clarifloc (R) C-9455 – Drum shipments

It is the intent of the City to establish a term contract for the purchase of these chemicals with fixed unit pricing for a contract term of twenty-four (24) months to commence on or after **August 1, 2015 and terminate July 31, 2017**. Water treatment chemicals required throughout the term of this contract shall be authorized for delivery on an "as needed basis" upon receipt on an approved Purchase Order.

The bidder shall indicate on the Proposal Page the unit of measure, manufacturer, reorder number, cost per unit, and corresponding extension for each chemical they are bidding on. **Preference will be given to vendors who can bid on the entire list of commodities and who will provide temporary storage tanks and totes at no cost or no deposit fee basis, however, the City of Middletown reserves the right to award in whichever way is in their best interest.**

WATER TREATMENT CHEMICALS REQUIREMENTS LIST					
CHEMICAL	ESTIMATED REQUIREMENTS	GOVERNING SPECIFICATIONS	PACKAGING REQUIREMENTS	POINTS OF DELIVERY	UNIT OF MEASURE BID BASIS
1. CHLORINE GAS -150 LB. CYLINDERS	10,000 LBS./ YR	AWWA B301-04	CHARLES BACON WTP, 150# CYLINDER IN 10 CYLINDER LOTS	CHARLES BACON WTP, (ROUTE 66)	PER POUND
2. CHLORINE GAS -TON CYLINDER	26,000 LBS/YR	AWWA B301-04	ONE TON CYLINDERS- IN 3 TO 4 CYLINDER LOTS. THE BIDDER SHALL HAVE THE CAPABILITY TO OFFLOAD THE CYLINDERS AND SET IN PLACE AS DIRECTED BY CITY PERSONNEL. OR FLAT BED TRUCK	JOHN ROTH WTP (RIVER ROAD)	PER POUND
3. COPPER SULPHATE (LARGE BLUE CRYSTAL)	2 TONS/YR	AWWA B602-05 SIZE E	50 POUND MULTI WALL BAGS PALLETIZED 40 PER PALLET (2000#) <u>EACH BAG MUST BEAR THE NSF STAMP</u>	CHARLES BACON WTP, (ROUTE 66)	PER POUND
4. HYDRO-FLUOROSILICIC ACID, BULK: CHARLES BACON WTP	2000 GALS/YR	AWWA B703-06 23% TO 27% SOLUBLE	BULK 1000 GALLON SHIPMENT MAXIMUM	CHARLES BACON WTP, (ROUTE 66)	PER GALLON
5. HYDRO- FLUOROSILICIC ACID, BULK: JS ROTH WTP	6,000 GAL/YR	AWWA B703-06 23% TO 27% SOLUBLE	BULK 2,500-3,500 GALLON SHIPMENTS	RIVER ROAD WTP	PER GALLON
6. HYDRO-FLUOROSILICIC ACID (55 GAL DRUMS)	<u>CONTINGENCY-</u> WILL BE USED ONLY IN EVENT OF STORAGE TANK FAILURE	AWWA B703-06 23% TO 27% SOLUBLE	55 GAL POLY DRUM	CHARLES BACON WTP, ROUTE 66 & JOHN S. ROTH WTP,RIVER RD	PER GALLON
7. SODIUM HEXAMETA- PHOSPHATE	22,000 LBS/YR	AWWA B502 -05 BEAD TYPE 67% MINIMUM PO ⁴ , FOOD GRADE, PLATE TYPE	50 POUND MULTI WALL BAGS PALLETIZED 40 PER PALLET (2000#) <u>EACH BAG MUST BEAR THE NSF STAMP</u>	CHARLES BACON WTP, ROUTE 66 & JOHN S. ROTH WTP,RIVER RD	PER POUND

**WATER TREATMENT CHEMICALS
REQUIREMENTS LIST**

CHEMICAL	ESTIMATED REQUIREMENTS	GOVERNING SPECIFICATIONS	PACKAGING REQUIREMENTS	POINTS OF DELIVERY	UNIT OF MEASURE BID BASIS
8. CAUSTIC SODA - DIAPHRAGM TYPE	26,000 GALS/YR	AWWA B501-03 50% NAOH LIQUID	BULK SHIPMENTS 3,000-5,000 GALLONS	CHARLES BACON WTP, ROUTE 66 & JOHN S. ROTH WTP, RIVER RD	PER GALLON
9. SODIUM METABISULFITE	250 LBS/YR	AWWA B601-00 NSF 60	50 LB BAGS OR DRUM (GRANULAR)	CHARLES BACON WTP (ROUTE 66)	PER POUND
10. ALUMINUM CHEMICAL SPECIALISTS, ACS 900S NO SUBSTITUTES	18,000 GAL/YR	AWWA B403-02	3,000 TO 4,000 GAL BULK SHIPMENTS	CHARLES BACON WTP (ROUTE 66)	PER GALLON
11. ALUMINUM CHEMICAL SPECIALISTS, ACS 900S NO SUBSTITUTES	9000 GALLONS ESTIMATED 6 MONTH SUPPLY <u>CONTINGENCY-</u> WILL BE USED ONLY IN EVENT OF STORAGE TANK FAILURE	AWWA B403-02	LIQUID 275 GALLON TOTE TANKS	CHARLES BACON WTP (ROUTE 66)	PER GALLON
12. NORIT AMERICAS HYDRO-DARCO B LIGNITE POWDERED ACTIVATED CARBON NO SUBSTITUTES	9,000 LBS/YR	AWWA B600-05	40 POUND BAGS PALLETIZED 50 PER PALLET (2000#)	CHARLES BACON WTP (ROUTE 66)	PER POUND
13. SODIUM HYPOCHLORITE SOLUTION 15 %	5000 GAL/YR <u>CONTINGENCY-</u> WILL BE USED ONLY IN EVENT OF FAILURE OF GAS FEED SYSTEM	AWWA B300-04	LIQUID 1000 GALLON DELIVERIES TO PORTABLE TOTES	CHARLES BACON WTP, ROUTE 66 OR JOHN S. ROTH WTP, RIVER RD	PER GALLON

**WATER TREATMENT CHEMICALS
REQUIREMENTS LIST**

CHEMICAL	ESTIMATED REQUIREMENTS	GOVERNING SPECIFICATIONS	PACKAGING REQUIREMENTS	POINTS OF DELIVERY	UNIT OF MEASURE BID BASIS
14. SODIUM HYPOCHLORITE SOLUTION 12.5 %	10,000 GALS/YR	AWWA B300-04	LIQUID 2000-3000 GALLON DELIVERIES IN 10 PORTABLE TANKS OF 330 GALLONS EACH	MIDDLETOWN WPCF 100 RIVER ROAD	PER GALLON
15. HOLLAND CHEMICALS POLY ALUMINUM CHLORIDE, PC-H180 OR EQUIVALENT	18,000GAL/YR ESTIMATE	AWWA B408-03	3,000 TO 4,000 GAL BULK SHIPMENTS	CHARLES BACON WTP (ROUTE 66)	PER GALLON
16. CALCIUM HYPOCHLORITE MIN 65% AVAILABLE CHLORINE, GRANULAR	500 LBS/YR	AWWA B300-04	GRANULAR POWDER 50 LB PLASTIC PAILS	CHARLES BACON WTP (ROUTE 66)	PER POUND
17. CALCIUM HYPOCHLORITE (TABLETS) MIN 65% AVAILABLE CHLORINE	100 LBS/YR	AWWA B300-04	1" DIAMETER TABLETS 5 OR 10 LB PLASTIC PAILS OR CONTAINERS	82 BERLIN ST MIDDLETOWN	PER POUND
18. POLYDYNE CLARIFLOC (R) C-9455 LIQUID CATIONIC POLYMER HIGH CHARGE DENSITY, HIGH MOLECULAR WEIGHT 38.5% ACTIVE CONTENT NO SUBSTITUTES	16 DRUMS/YR	AWWA B453-06	DRUM SHIPMENTS MIN 2 DRUMS/SHIPMENT	MIDDLETOWN WPCF 100 RIVER ROAD	PER GALLON

ALL CHEMICALS FURNISHED PURSUANT TO THE CONTRACT SHALL BE AS APPROVED BY THE **AMERICAN WATER WORKS ASSOCIATION OR NATIONAL SANITATION FOUNDATION FOR USE IN THE PRODUCTION OF PUBLIC WATER SUPPLIES.**

The Vendor shall submit an affidavit indicating that all chemicals submitted in this bid meets the appropriate AWWA or NSF standard.

All bids must follow the unit of measure indicated for pricing.

CONTINGENCY BIDS ARE LISTED AS AN ALTERNATE SOURCE FOR THE MATERIAL IN THE EVENT OF PRIMARY STORAGE TANK OR FEED SYSTEM FAILURES.

BID #2015-020
PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS
WATER AND SEWER DEPARTMENT
CITY OF MIDDLETOWN

BID PROPOSAL PAGE

Issue Date: **06/09/2015** Reply: Date : **Thursday, July 16, 2015 at 11:00 AM**

To: Supervisor of Purchases
City of Middletown
Room 112, Municipal Building
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the information to bidders, technical specifications and related documents and propose and agree to contract with the City of Middletown in the form of an agreement and agree to provide water treatment chemicals at the per unit costs detailed here-in for a contract term of twenty-four (24) months to commence on or after **August 1, 2015 and terminate July 31, 2017.**

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED:

COMPANY NAME

SIGNATURE AND TITLE

BID PROPOSAL PAGES

#	BID ITEM	ESTIMATED QTY PER YEAR	DESCRIPTION OF ITEM	UNIT PRICE PER POUND OR GALLON	EXTENSION FIGURES
1	CHLORINE GAS	10,000 LBS/YR	CHLORINE GAS PER 150 LB. CYLINDER DELIVERED TO THE CHARLES. B. BACON WTP IN 10 CYLINDER LOTS	\$ _____ LB	\$ _____
2	CYLINDER DEMERGE	67 CYL/YR	CYLINDER DEPOSIT FOR 150 LB. CYLINDERS IN ITEM 1 PER CYLINDER	\$ _____ CYL	\$ _____
3	CHLORINE GAS	26,000 LBS/YR	CHLORINE GAS IN 1 TON CYLINDERS FOR DELIVERY THE BIDDER SHALL HAVE THE CAPABILITY TO OFFLOAD THE CYLINDERS AND SET IN PLACE AS DIRECTED BY CITY PERSONNEL, OR FLAT BED TRUCK DELIVERED TO THE JOHN S. ROTH WTP	\$ _____ LB	\$ _____
4	CYLINDER DEMERGE	13 CLY/YR	CYLINDER DEPOSIT FOR 1 TON CYLINDERS IN ITEM 3 PER CYLINDER	\$ _____ CYL	\$ _____
5	COPPER SULPHATE	2 TONS/YR	COPPER SULPHATE PER ONE TON PALLET LARGE BLUE CRYSTALS PROVIDED IN 50 LB. MULTI WALL BAGS PALLETIZED 40 PER PALLET (2000#) DELIVERED TO THE CHARLES. B. BACON WTP <u>EACH BAG MUST BEAR NSF STAMP</u>	\$ _____ TON	\$ _____
6	HYDRO- FLUOROSILICIC ACID	2000 GAL/YR	HYDROFLUOSILIC ACID SMALL BULK SHIPMENTS (1000 GAL) DELIV. TO CHARLES BACON WTP	\$ _____ GAL	\$ _____
7	HYDRO- FLUOROSILICIC ACID	6000 GAL/YR	HYDROFLUOSILIC ACID BULK SHIPMENTS (3,000-4,000 GAL) DELIVERED TO THE JOHN S. ROTH WATER TREATMENT PLANT	\$ _____ GAL	\$ _____

#	BID ITEM	ESTIMATED QTY PER YEAR	DESCRIPTION OF ITEM	UNIT PRICE PER POUND OR GALLON	EXTENSION FIGURES
8	HYDRO-FLUOROSILICIC ACID	1,100 GAL	HYDROFLUOSILIC ACID DELIVERED IN 55 GAL DRUMS TO THE CHARLES BACON WTP, ROUTE 66, OR JOHN S. ROTH WTP, RIVER RD (CONTINGENCY BID – ONLY ENACTED IF STORAGE TANK FAILURE OCCURS)	\$ _____ GAL	\$ _____
9	DRUM DEPOSIT	DRUM	DRUM DEPOSIT FOR 55 GAL DRUMS	\$ _____ DRUM	\$ _____
10	SODIUM HEXAMETA-PHOSPHATE	22,000 LBS/YR	SODIUM HEXAMETAPHOSPHATE 50 LB. MULTI WALL BAGS, 40 PER PALLET (2000#) DELIVERED TO THE CHARLES BACON WTP, RTE 66, OR JOHN ROTH WTP, RIVER RD, FOOD GRADE-PLATE TYPE <u>EACH BAG MUST BEAR NSF STAMP</u>	\$ _____ LB	\$ _____
11	50% CAUSTIC SODA	26,000 GAL/YR	50% CAUSTIC SODA DIAPHRAGM TYPE BULK SHIPMENTS 3,000 - 5,000 GAL DELIVERED TO THE CHARLES BACON WTP, ROUTE 66, OR JOHN ROTH WTP, RIVER RD	\$ _____ GAL	\$ _____
12	SODIUM META-BISULPHATE	250 LBS/YR	SODIUM METABISULPHATE (GRANULAR) 50 LB. MULTI WALL BAGS OR DRUMS DELIVERED TO THE CHARLES B. BACON WTP	\$ _____ LBS	\$ _____
13	ALUMINUM CHEMICAL SPECIALIST ACS 900S	18,000 GAL/YR	ALUMINUM CHEMICAL SPECIALISTS ACS 900 S, 3000 –4000 GALLON BULK SHIPMENTS OF ACS 900S <u>NO SUBSTITUTES</u> DELIVERED TO THE CHARLES B. BACON WTP	\$ _____ GAL	\$ _____
14	ALUMINUM CHEMICAL SPECIALIST ACS 900S	9000 GAL ESTIMATED 6 MONTH SUPPLY	ALUMINUM CHEMICAL SPECIALISTS ACS 900 S, 275 GAL TOTES DELIVERY DELIVERED TO THE CHARLES BACON WTP, ROUTE 66 (CONTINGENCY BID – ONLY ENACTED IF STORAGE TANK FAILURE OCCURS)	\$ _____ GAL	\$ _____

#	BID ITEM	ESTIMATED QTY PER YEAR	DESCRIPTION OF ITEM	UNIT PRICE PER POUND OR GALLON	EXTENSION FIGURES
15	NORIT AMERICAS HYDRO-DARCO B PAC	9000 LBS/YR	NORIT AMERICAS HYDRO-DARCO-B LIGNITE POWDERED ACTIVATED CARBON -- NO SUBSTITUTES DELIVERED IN 40 POUND BAGS PALLETIZED 50 PER PALLET (2000#) DELIVERED TO THE CHARLES BACON WTP, ROUTE 66	\$ _____ LBS	\$ _____
16	15% SODIUM HYPOCHLORITE	5000 GAL/YR	15 % SODIUM HYPOCHLORITE SOLUTION IN 1000 GALLON DELIVERIES TO PORTABLE TANKS DELIVERED TO THE CHARLES. B. BACON OR JS ROTH WTPS (CONTINGENCY BID – ONLY ENACTED IF CI2 FEED SYSTEM FAILURE OCCURS)	\$ _____ GAL	\$ _____
17	12.5% SODIUM HYPOCHLORITE	10,000 GAL/YR	12.5% SODIUM HYPOCHLORITE SOLUTION DELIVERED IN 2000- 3000 GAL DELIVERIES OF 10 PORTABLE TANKS OF 330 GALLONS EACH TO THE MIDDLETOWN WPCF	\$ _____ GAL	\$ _____
18	PORTABLE TANK DEPOSIT	10	CONTAINER DEPOSIT FOR DOT CERTIFIED 330 GALLON CONTAINER (PORTABLE TANKS)	\$ _____ TANK	\$ _____
19	POLY ALUMINUM CHLORIDE	18,000 GAL/YR	BULK SHIPMENTS OF 3,000 TO 4,000 GAL OF POLY ALUMINUM CHLORIDE TO THE CHARLES BACON WTP	\$ _____ GAL	\$ _____
20	CALCIUM HYPOCHLORITE GRANULAR	500 LBS/YR	GRANULAR POWDERED CALCIUM HYPOCHLORITE IN 50 LB PLASTIC PAILS	\$ _____ LB	\$ _____
21	CALCIUM HYPOCHLORITE TABLET	100LB/YR	CALCIUM HYPOCHLORITE 1" TABLETS IN 5 OR 10 LB PLASTIC CONTAINERS	\$ _____ LB	\$ _____
22	POLYDYNE CLARIFLOC POLYMER	16 DRUMS/YR	55 GALLON DRUM SHIPMENTS OF POLYDYNE CLARIFLOC C-9455 MIN 2 DRUMS/SHIPMENT <u>NO SUBSTITUTES</u>	\$ _____ GAL	\$ _____

#	BID ITEM	ESTIMATED QTY PER YEAR	DESCRIPTION OF ITEM	UNIT PRICE PER POUND OR GALLON	EXTENSION FIGURES
<p>Quoted bid prices are all <u>inclusive of all delivery and transportation costs</u> with the units delivered FOB, City of Middletown.</p> <p>Total cost for items #1- 22 is as follows:</p> <p style="text-align: right;">(\$ _____)</p> <p>Written Figures</p>					

- **BIDDER NOTE: Attach a copy of the MSDS sheets, application information and manufacturer's specification sheet for all chemicals you have submitted a bid for.**

The bidder shall, at his own expense, in strict conformity to the Contract Documents, furnish specified water treatment chemicals to the City and the City will pay the bidder, who hereby agrees to receive and accept as and for his full compensation for fully completing the work required at the per unit cost incorporated within these contract documents.

We acknowledge receipt of the following addendum, IF APPLICABLE:

- Addendum # 1 Date_____
- Addendum # 2 Date_____

PLEASE STATE DELIVERY _____
(in calendar days)

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year.

_____ or _____
YES NO

Our unit pricing shall be held firm for the contingency products in the event of a storage tank or feeder failure and we acknowledge that it will replace the normal delivery quantities and schedule until such time that the facilities are repaired and back into normal operations _____ or _____

YES NO

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ Individual / Sole Proprietor
(Please Check One)

_____ Limited Liability Company

_____ Corporation

Contact Information

Contact Name: _____ Title: _____

Additional Contact: _____ Title: _____

Phone Number: _____ Fax: _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 27)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

APPENDIX B - INSURANCE REQUIREMENTS

BID# 2015-020 PURCHASE OF VARIOUS WATER TREATMENT CHEMICALS WATER AND SEWER DEPARTMENT

A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurance required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**June 2, 2015
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2015-020 – Purchase of Various Water Treatment Chemicals

Return Date: Thursday, July 16, 2015 AT 11:00 AM

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

